

AGREEMENT FOR LEASE OF SPACE

This Agreement for Lease of Space (this “Lease”) is by and between **ARGIE PROPERTY, LLC**, a Texas limited liability company, as the landlord (“**LANDLORD**”) and the **BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM**, an agency of the State of Texas, as the tenant (“**A&M SYSTEM**”), for the use and benefit of Texas A&M Health Science Center (“**TAMHSC**”).

ARTICLE 1 **PREMISES**

1.01 Description of Premises. **LANDLORD**, in consideration of the rents and mutual covenants and obligations of this Lease, hereby leases to **A&M SYSTEM** the following described premises (the “Premises”):

4,810 square feet of space in Suites C, D, E, and F as depicted on the floor plan attached hereto as Exhibit “A”, in the building located at 1905 Dove Crossing Lane, Navasota, Texas 77868 (the “Building”) and the non-exclusive right to use, in common with other tenants, all public spaces within the Building (including the lobbies, hallways, elevators, stairwells, telecommunication rooms, and restrooms, if any), and the related driveways, parking facilities, and similar improvements. The Building is located in Lot 3, Block 1 of the Dove Crossing Addition in the City of Navasota, Grimes County, Texas (the “Land”).

1.02 Intentionally omitted.

1.03 Quiet Enjoyment. **LANDLORD** covenants and agrees that so long as **A&M SYSTEM** is not in default under the terms of this Lease, **A&M SYSTEM** shall peaceably and quietly have, hold and enjoy the Premises for the term of this Lease.

1.04 Taxes. **LANDLORD** is solely responsible for all ad valorem real property taxes and assessments, or other taxes and assessments levied against the Building, the Premises and the Land. **A&M SYSTEM** will be responsible, to the extent **A&M SYSTEM** pays taxes, on any personal property located on the Land.

1.05 Utilities. **A&M SYSTEM** is responsible for all utility charges serving the Premises, including after-hours HVAC.

1.06 Janitorial and Other Services. **A&M SYSTEM** will be responsible for all janitorial, trash pick-up, and the extermination services.

1.07 Telephone and Internet Services. **LANDLORD** will provide functional telephone and internet conduits necessary for **A&M SYSTEM**’s use of the Premises. **A&M SYSTEM** is responsible for obtaining telephone and internet service to the Premises and for all additional costs associated with such services, including additional internal telephone wiring and connectivity.

ARTICLE 2

TERM

2.01 Initial Term. The term of this Lease shall commence on August 1, 2022 (the “Commencement Date”), and shall expire on July 31, 2025 (the “Term”), unless sooner terminated in accordance with the terms of this Lease.

2.02 Property Removal. Upon the termination of this Lease for any reason, **A&M SYSTEM** shall have the right to remove its equipment and personal property from the Premises on or before the termination date, and shall leave the Premises clean and in a condition equal to the condition which existed on the Commencement Date, normal wear and tear excepted, and except for any damage caused by **LANDLORD**, its employees, agents and contractors. **A&M SYSTEM** may remove any fixtures or improvements which it constructed on the Premises so long as such removal does not materially damage the Building or the Premises. All movable equipment, furnishings, fixtures, apparatus and personal property may be removed in a manner so as to cause as little damage, as is reasonably possible, to the Building and the Premises. **A&M SYSTEM** will be responsible for reasonable costs to repair the damage caused by the removal of the equipment, furnishings, fixtures, apparatus and personal property and will pay those costs upon receipt of an invoice from **LANDLORD** with supporting documentation within 10 days from the date of the invoice, provided **A&M SYSTEM** shall have the opportunity to dispute such costs.

ARTICLE 3

RENT

3.01 Rent. For the first two years of this Lease, **A&M SYSTEM** agrees to pay to **LANDLORD**, no later than the fifth day of each month during the term of this Lease, rent in the amount of FOUR THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS AND 33/100 (\$4,333.33) per month; provided that the first monthly payment is due on or before the Commencement Date. During the third year of this Lease, the monthly rent will increase five percent (5%). Rent is payable in advance and rent for any partial month shall be prorated.

3.02 Availability of Funding. This Lease may be contingent upon the continuation of state or federally funded programs, the appropriation of funds by the Texas Legislature and/or the availability of specific funds to cover the full term and cost of this Lease. In the event a curtailment of state or federally funded programs occurs, state appropriations are curtailed or withdrawn, or in the event specific funds are unavailable to **A&M SYSTEM**, **A&M SYSTEM** may terminate this Lease upon written notice to **LANDLORD**, or may assign this Lease, or sublet the Premises, or any part of the Premises, to another agency of the State of Texas, without further duty or obligation hereunder. **LANDLORD** acknowledges that appropriation of funds is beyond the control of **A&M SYSTEM**.

ARTICLE 4

COVENANTS AND OBLIGATIONS OF LANDLORD

4.01 Restrictions on Other Tenants. **LANDLORD** covenants and agrees that during the term of this Lease, **LANDLORD** will not lease, rent, demise, sell, or otherwise furnish space in

the Building or any adjacent building owned or controlled by **LANDLORD**, to any entity that may be expected to create noise or odors injurious or disruptive to **A&M SYSTEM's** use of the Premises.

4.02 Title to Premises. **LANDLORD** covenants and agrees that it has good and sufficient title and exclusively holds the authority, right, and ability to rent, lease, or otherwise furnish the Premises to **A&M SYSTEM**.

4.03 Authority. **LANDLORD** warrants and represents that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization, and is duly authorized to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Lease, and the individual executing this Lease on behalf of **LANDLORD** has been duly authorized to act for and bind **LANDLORD**.

4.04 Intentionally Omitted.

4.05 Environmental Condition. **LANDLORD** warrants and represents that any use, storage, treatment or transportation of hazardous substances or materials that have occurred in or on the Premises prior to the Commencement Date, if any, has been in compliance with all applicable federal, state and local laws, regulations and ordinances. **LANDLORD** additionally warrants and represents that no release, leak, discharge, spill, disposal, or emission of hazardous substances or materials has occurred in, on, or under the Premises during the ownership of **LANDLORD**, and that so far as is known to **LANDLORD**, the Premises are free of hazardous substances and materials as of the Commencement Date.

LANDLORD shall indemnify **A&M SYSTEM** from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, any and all sums paid for settlement of claims and for fees of attorneys, consultants, and experts) arising during or after the lease term from or in connection with the presence or suspected presence of Hazardous Substances in or on the Premises, unless the Hazardous Substances are present solely as a result of negligence, willful misconduct, or other acts of **A&M SYSTEM** or **A&M SYSTEM's** agents, employees, contractors, or invitees. Without limitation of the foregoing, this indemnification includes any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision, unless the Hazardous Substances are present solely as a result of negligence, willful misconduct, or other acts of **A&M SYSTEM**, **A&M SYSTEM's** agents, employees, contractors, or invitees. This indemnification shall specifically include any and all costs due to Hazardous Substances that flow, diffuse, migrate, or percolate into, onto, or under the Premises after the lease term commences. **A&M SYSTEM** will be responsible for all costs related to the location or release of any Hazardous Substances on the Premises caused by the actions or fault of **A&M SYSTEM** and shall pay all costs related thereto.

As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, the State of Texas, or the United States Government. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste," extremely hazardous waste," or a "hazardous substance"

pursuant to state, federal, or local governmental law. “Hazardous Substance” includes but is not restricted to asbestos, polychlorobiphenyls (“PCBs”), solvents, pesticides, and petroleum.

ARTICLE 5 **MAINTENANCE**

5.01 Maintenance Obligations. **LANDLORD** shall maintain the Building (expressly including the common areas, parking and landscaping) and the Premises in a first-class, clean, and safe condition, shall not permit or allow to remain any waste or damage to any portion of the Building or the Premises, and shall promptly repair any damage, except damage arising from the act or negligence of **A&M SYSTEM**, its agents or employees, which shall be the responsibility of **A&M SYSTEM**. **A&M SYSTEM** shall be responsible for maintaining the interior doors, including closure devices, frames, molding, locks, and hardware, as well as ballast and lamp replacement. For emergency and security purposes, and for maintaining the Premises, **LANDLORD** reserves the right, upon not less than 24 hours’ notice (if possible) to **A&M SYSTEM**, to enter and inspect the Premises and to make any necessary repairs or adjustments.

5.02 LANDLORD’s Failure to Maintain. In the event **LANDLORD** fails to maintain the Building and the Premises as required, **A&M SYSTEM** shall give written notice thereof to **LANDLORD** and if **LANDLORD** fails to commence such maintenance within 10 days following receipt of such notice or neglects to prosecute the completion of such maintenance with reasonable diligence, **A&M SYSTEM** may perform such maintenance. **A&M SYSTEM** may, in the event of an emergency, immediately make those repairs reasonably necessary to secure the Premises subject to the terms of Section 7.02 below. The costs incurred by **A&M SYSTEM** necessitated by any emergency not caused by **A&M SYSTEM** and not repairable by **LANDLORD** in a timely manner, shall be paid by **LANDLORD** to **A&M SYSTEM** upon demand and if not paid to **A&M SYSTEM** within 30 days after receipt by **LANDLORD** of a statement therefore, **A&M SYSTEM** may deduct such cost from subsequent installments of rent, provided that **LANDLORD** may dispute any such statement and no deduction shall be made while the matter is in dispute. **A&M SYSTEM** shall also have the remedies set forth in Article 12.

ARTICLE 6 **CONDEMNATION**

If the Building, the Land or any part of the Building or the Land, shall be lawfully taken or condemned (or conveyed under threat of such taking or condemnation) for any public or quasi-public use or purpose, this Lease shall terminate on the date of the taking of possession by the condemning authority; provided, that if **A&M SYSTEM** determines in its sole discretion that the Premises can be used for its purposes following the taking of possession, then **A&M SYSTEM** may, by written notice to **LANDLORD**, opt to continue this Lease. If **A&M SYSTEM** opts to continue this Lease, it shall give written notice to **LANDLORD** prior to the taking of possession by the condemning authority and the rent shall be equitably adjusted. Alternatively, if **LANDLORD** is able to provide space suitable for **A&M SYSTEM’s** use, in **A&M SYSTEM’s** sole opinion, **A&M SYSTEM** may elect to rent such other space under the same terms, conditions, and rent as this Lease, or such other terms, conditions and rent as the parties may agree.

ARTICLE 7

DAMAGES

7.01 Damages to the Building or the Premises. If the Building or the Premises are damaged by fire or other casualty not due to the fault of **A&M SYSTEM**, and **A&M SYSTEM** determines in its sole discretion that it is prevented from using the Premises in a manner reasonably comparable to its use immediately before such fire or other casualty, **A&M SYSTEM** may terminate this Lease by written notice to **LANDLORD** delivered within 30 days following the date of such fire or other casualty. If **A&M SYSTEM** opts not to terminate this Lease, then **A&M SYSTEM** shall give written notice to **LANDLORD** within that 30-day period, and **LANDLORD** shall, within 20 days following the date of such written notice, commence to rebuild or restore the Premises to substantially the condition of the Premises prior to the fire or other casualty. If **LANDLORD** fails to complete the rebuilding or restoration within 60 days following the date of **A&M SYSTEM**'s written notice, **A&M SYSTEM** shall have the right to terminate this Lease by written notice delivered to **LANDLORD** within 15 days following the end of that 60-day period. Alternatively, if **LANDLORD** is able to provide space suitable for **A&M SYSTEM**'s use, in **A&M SYSTEM**'s sole opinion, **A&M SYSTEM** may elect to rent such space under the same terms, conditions, and rental amount as this Lease, or upon such other terms, conditions and rent as the parties may agree.

7.02 Emergency Repairs. In the event that any damages to the Premises presents a threat to the health or safety of **A&M SYSTEM**, its employees, clients, representatives, agents, customers, or other persons frequenting the Premises, that are deemed of an emergency nature to repair, **A&M SYSTEM** shall notify **LANDLORD** immediately. **LANDLORD** shall then repair the damage or authorize **A&M SYSTEM** to repair said damage. In the event that any costs are incurred by **A&M SYSTEM**, **LANDLORD** shall reimburse **A&M SYSTEM** within 10 days following written demand from **A&M SYSTEM** accompanied by evidence of the costs incurred, provided that the Emergency Repairs are not required due to any negligence of **A&M SYSTEM**.

ARTICLE 8

INSURANCE

8.01 LANDLORD's Insurance Obligations. **LANDLORD** covenants and agrees that from and after the date of delivery of the Premises from **LANDLORD** to **A&M SYSTEM**, and during the term of this Lease or any renewal thereof, **LANDLORD** will carry and maintain, at its sole cost and expense, the following types of insurance, in the amounts specified and in the form hereinafter provided for (i) "All risk" property insurance for the Building on a full replacement cost basis and (ii) commercial general liability covering the Building, with limits of not less than \$1,000,000 combined single limit for personal injury and property damage as a result of negligence, willful misconduct, or other acts caused by the negligence of **LANDLORD**. **LANDLORD** shall deliver to **A&M SYSTEM** upon request a certificate evidencing such coverages. All such policies must be written by insurance companies authorized to do business in Texas and shall provide that **A&M SYSTEM** be provided with 10 days prior written notice of cancellation, reduction, or material change by the insurer.

8.02 A&M SYSTEM's Insurance Obligations. **LANDLORD** acknowledges that, because **A&M SYSTEM** is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of **A&M SYSTEM** or for injuries caused by conditions of tangible state property is provided for solely by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code, Chapters 101 and 104), and that Workers' Compensation Insurance coverage for employees of **A&M SYSTEM** is provided by **A&M SYSTEM** as mandated by the provisions of the Texas Labor Code, Chapter 503. **A&M SYSTEM** shall have the right, at its option, to (a) obtain liability insurance protecting **A&M SYSTEM** and its employees and property insurance protecting **A&M SYSTEM's** buildings and the contents, to the extent authorized by Section 51.966 of the Texas Education Code or other law; or (b) self-insure against any risk that may be incurred by **A&M SYSTEM** as a result of its operations under this Lease.

ARTICLE 9 **ASSIGNMENT AND SUBLETTING**

A&M SYSTEM may assign this Lease or sublet the Premises, in whole or in part, to any member of The Texas A&M University System or any agency of the State of Texas, but agrees it will not, except as otherwise provided in this Lease, assign this Lease or sublet all or any part of the Premises to any private parties (persons or corporations) without the prior written consent of **LANDLORD**, which consent shall not be unreasonably withheld or delayed.

ARTICLE 10 **COMPLIANCE WITH STATE AND FEDERAL LAW**

10.01 Accessibility. In signing this Lease, **LANDLORD** certifies that at the time the Premises becomes occupied by **A&M SYSTEM** and throughout the term of this Lease and any additional tenancy, **LANDLORD** will comply with The Texas Accessibility Standards ("TAS") regarding architectural barriers to persons with disabilities promulgated under Chapter 469, Texas Government Code as prepared and administered by the Texas Department of Licensing and Regulation ("TDLR"); the ADA Accessibility Guidelines ("ADAAG") promulgated under The Americans with Disabilities Act of 1990, Public Law 101-336, 42 U.S.C. § 12181 et seq.

Neither **A&M SYSTEM** nor its occupying department have authority to waive any requirements of Chapter 469 of the Texas Government Code and any claim regarding such a waiver is expressly denied. Neither **A&M SYSTEM**, the occupying department, nor the TDLR have authority to waive any requirements of the federal Americans with Disabilities Act, and any claim regarding such waiver is expressly denied.

10.02 Child Support. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive

the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”

10.03 Debts or Delinquencies. Pursuant to Section 2252.903, *Texas Government Code*, **LANDLORD** agrees that any payments owing to **LANDLORD** under this Lease may be applied directly toward certain debts or delinquencies that **LANDLORD** owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquent.

10.04 Franchise Tax Certification. If **LANDLORD** is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then **LANDLORD** certifies that it is not currently delinquent in the payment of any franchise taxes or that **LANDLORD** is exempt from the payment of franchise taxes.

ARTICLE 11 **DEFAULT BY A&M SYSTEM**

LANDLORD may terminate this Lease and enter upon and take possession of the Premises if **A&M SYSTEM** fails to perform, keep and observe any terms, covenants, or conditions required by this Lease to be performed by **A&M SYSTEM**, and such failure continues for 30 days following **A&M SYSTEM**'s receipt of written notice of such default. **LANDLORD** shall have all legal and equitable remedies to cure or correct such default or breach for the account of **A&M SYSTEM**, in which event all amounts expended or incurred by **LANDLORD** (including reasonable attorneys' fees), together with interest thereon at the maximum rate of interest permitted by applicable law from the date of advancement until repaid, shall be due and payable by **A&M SYSTEM** to **LANDLORD** within 10 days after demand.

ARTICLE 12 **DEFAULT BY LANDLORD**

If **LANDLORD** shall (i) fail to comply with any term, condition or covenant of this Lease that is required to be performed or observed by **LANDLORD**, or (ii) breach any of its representations and warranties set forth in this Lease, or if **A&M SYSTEM** is unable to use the Premises for more than 30 consecutive calendar days due to any law or any order, rule, or regulation of any competent governmental authority, and **LANDLORD** shall not cure or correct such failure, breach or condition within 30 days after receipt of written notice from **A&M SYSTEM** to **LANDLORD** (or, in the case of an emergency, commence cure within 24 hours after receipt of written or telephonic notice thereof given by **A&M SYSTEM** to **LANDLORD**), or, if such failure, breach or condition (other than an emergency situation as aforesaid) cannot reasonably be cured within said 30 day period, **LANDLORD** shall not have commenced to cure such failure or breach within said 30 days and shall not thereafter with reasonable diligence and in good faith proceed to cure such failure or breach, then **A&M SYSTEM**, in addition to any other remedy provided by law or in equity, may without being obligated to do so, cure or correct such default or breach for the account of **LANDLORD**, in which event all amounts expended or incurred by **A&M SYSTEM** (including reasonable attorneys' fees), together with interest thereon at the maximum rate of interest permitted by applicable law from the date of advancement until repaid, shall be due and payable by **LANDLORD** to **A&M SYSTEM** within 10 days after

demand. If **LANDLORD** fails to pay any amount due with the 10-day period, **A&M SYSTEM** may deduct such amounts from the rent due or to become due hereunder (in such order and manner as **A&M SYSTEM** may elect), and/or terminate this Lease by giving written notice thereof to **LANDLORD**, in which event all rent shall be apportioned as of the effective termination date, and any rent paid for any period beyond such date and all other prepaid charges or deposits paid by **A&M SYSTEM** to **LANDLORD** shall be refunded to **A&M SYSTEM**. **A&M SYSTEM** shall be obligated to be current on the payment of all rent due at the time of giving notice to **LANDLORD** of the failure or breach of condition described herein.

ARTICLE 13 **MISCELLANEOUS PROVISIONS**

13.01 Notices. Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. **A&M SYSTEM** and **LANDLORD** can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

LANDLORD: Argie Property, LLC
Attn: Joe King Fultz
415 Johnson Street
Navasota, Texas 77868
Tel: 936-337-0550
Email: argiepropertyllc@gmail.com

A&M SYSTEM: Texas A&M Health Science Center
Attn: Associate Vice President of Clinical Initiatives
8441 Riverside Parkway
Clinical Building 1, Suite 3100
Bryan, Texas 77807

With copy to: The Texas A&M University System
Office of Business Affairs
Attn: System Real Estate Office
301 Tarrow St., 5th Floor
College Station, Texas 77840-7896
Phone: 979-458-6350
Email: sreo@tamus.edu

With copy to: The Texas A&M University System
Office of General Counsel
Attn: Property & Construction
301 Tarrow St., 6th Floor
College Station, Texas 77840-7896
Phone: 979-458-6120
Email: property@tamus.edu

13.02 Alterations. Any physical additions or improvements to the Premises made by **A&M SYSTEM** will become the property of **LANDLORD**, provided that such additions or improvements may be removed by **A&M SYSTEM** at the end of the Term and at **A&M SYSTEM's** expense so long as **A&M SYSTEM** restores the Premises to the condition existing at the Commencement Date, normal wear and tear excepted.

13.03 Force Majeure. Neither party is required to perform any non-monetary term, condition, or covenant of this Lease, if performance is prevented or delayed by a natural occurrence, fire, flood, pandemic, epidemic, quarantine, national or regional emergencies, governmental order or action, civil commotion, riot, war (declared and undeclared), revolution, acts of foreign or domestic terrorism, embargos or other similar occurrences, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

13.04 Governing Law. The validity of this Lease and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

13.05 Venue. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against **A&M SYSTEM** shall be in the county in which the primary office of the chief executive officer of **A&M SYSTEM** is located.

13.06 Entire Agreement. This Lease and any document incorporated herein by reference constitutes the complete agreement of **LANDLORD** and **A&M SYSTEM** and supersedes any prior understanding or agreement, written or oral, between them regarding the issues covered by this Lease. This Lease may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their permitted successors or assigns.

13.07 Savings Clause. If any term, provision, covenant, or condition of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and will not be affected, impaired or invalidated.

13.08 Brokerage Commissions. **A&M SYSTEM** shall not be liable for any brokerage or finder's fees or commissions.

13.09 Estoppel Certificates. Any statement or representation of **A&M SYSTEM** in any estoppel certificate delivered pursuant to this Lease that would modify the rights, privileges or

duties of **LANDLORD** or **A&M SYSTEM** hereunder shall be of no force and effect and may not be relied on by any person.

13.10 Rules and Regulations. **A&M SYSTEM** agrees to abide by any and all reasonable rules and regulations promulgated by **LANDLORD** for the proper operation of the Building provided all such rules and regulations are consistent and are uniformly applied to all tenants of the Building. All rules and regulations promulgated subsequent to commencement of this Lease must be submitted to **A&M SYSTEM** for consideration and comment at least 30 calendar days prior to implementation.

13.11 Waiver. The failure of **LANDLORD** or **A&M SYSTEM** to insist in any one or more instances on a strict performance of any of the covenants of this Lease shall not be construed as a waiver or relinquishment of such covenants in future instances, but the same shall continue and remain in full force and effect.

13.12 Successors and Assigns. This Lease and each and all of its covenants, obligations and conditions shall inure to the benefit of and be binding upon the successors and assigns of **LANDLORD**, and the successor and assigns of **A&M SYSTEM**.

13.13 State Audits. **LANDLORD** understands that acceptance of funds under this Lease acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. **LANDLORD** further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested provided that such records are specifically related to the Premises. **LANDLORD** will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through **LANDLORD** and the requirement to cooperate is included in any subcontract it awards.

13.14 Debarment. **LANDLORD** represents and warrants, to the best of its knowledge and belief, that neither **LANDLORD** nor any of its Principals ("Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity) is presently debarred, suspended, proposed for debarment, voluntarily excluded, or involuntarily excluded from receiving a contract from any federal, state or local government or agency, nor has it been declared ineligible for the award of contracts by any federal, state, or local government or agency, nor does it appear on any federal, state or local government's Excluded Parties List System. **LANDLORD** shall provide immediate written notice to **A&M SYSTEM** if, at any time **LANDLORD** learns that this representation was erroneous when submitted or has become erroneous by reason of changed circumstances. The representations and warranties above are a material representation of fact upon which reliance was placed when entering into this Lease. If it is later determined that **LANDLORD** knowingly made a false representation, in addition to other remedies available to **A&M SYSTEM**, **A&M SYSTEM** may terminate this Lease.

13.15 Time. Time is of the essence in respect to the performance of each provision of this Lease.

13.16 Right to Audit. **LANDLORD** must at all times during the Term of this Lease, at **LANDLORD's** sole cost, retain accurate and complete financial records, supporting documents, and any other records or books relating to this Lease. **LANDLORD** must retain these records for a period of seven years after the expiration of this Lease, or until **A&M SYSTEM**, or the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), is satisfied that all audit, claim, and litigation matters are resolved, whichever period is longer. **LANDLORD** must grant access to all books, records, and documents pertinent to this Lease for purposes of inspecting, monitoring, auditing, or evaluating by **A&M SYSTEM** and the Auditor. Furthermore, **LANDLORD** must ensure that this section's provisions concerning the authority to audit funds received either directly or indirectly by subcontractors through **LANDLORD** and the requirement to cooperate is included in any subcontract(s) that the **LANDLORD** enters with any subcontractor(s) related to this Lease.

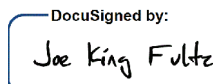
ARTICLE 14 **SPECIAL PROVISIONS**

Notwithstanding any other term or condition of this Lease or any document incorporated in this Lease by reference, the parties agree to the following special provisions:

14.01 Right of First Refusal. During the Term of this Lease, before **LANDLORD** may lease Suite B to a third party, **LANDLORD** shall first offer Suite B to **A&M SYSTEM** on the same or better terms and conditions as would be offered to a third party. **A&M SYSTEM** shall have 30 days during which to accept said offer. If **A&M SYSTEM** does not accept said offer within said period, **LANDLORD** shall be free to lease Suite B to a third party on said terms and conditions. If **LANDLORD** does not enter into an agreement with a third party on said terms and conditions within 90 days thereafter, **LANDLORD's** right to lease Suite B to a third party shall expire and the procedure in this Section shall again be applicable.

EXECUTED this 22 day of July, 2022 by **LANDLORD**.

ARGIE PROPERTY, LLC

By:  521A9807AF874F3...
JOE KING FULTZ
Managing Member

EXECUTED this 28th day of July, 2022 by **A&M SYSTEM.**

BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM, an agency of the State of Texas, for the use and benefit of Texas A&M Health Science Center

DocuSigned by:

By: A40954436043409...
JEFF BURTON
Vice President and Chief Financial Officer
Texas A&M Health Science Center

APPROVED AS TO FORM:



GINA JOSEPH
Managing Counsel, Property and Construction
Office of General Counsel
The Texas A&M University System

